

Set #4

Questions/Responses for ICESat-2 Flight Laser Procurement RFP NNG10338284R

QUESTION: For the above RFP, please provide us with the most recent update of the ATLAS instrument iPDR and iCDR dates. The website shows 4/11 and 5/12 respectively, but it also shows launch in 2015, and we know that isn't correct.

RESPONSE: The planned dates for iPDR, iCDR, and Launch are 7/11, 6/12, 1/16 respectively. The instrument level milestones (iPDR and iCDR) are instrument system level gateway reviews presented by NASA to an independent review board at NASA, not subsystem level reviews

QUESTION: The H.9 clause in the RFP says that "Any exceptions to this clause will be covered by FAR 52.227-17 Rights In Data -- Special Works as modified by NASA FAR Supplement 1852.227-17, and, if applicable, GSFC 52.227-93." These clauses present a tremendous amount of risk to the Contractor due to the requirement to indemnify the Government. Was this intent of the government in this solicitation? Additionally, a substantial amount of contractor solely funded Intellectual Property will be used on this effort and typically would be delivered with limited rights to the government. This clause appears to eliminate the contractor's ability to assert said limited rights. Was this likewise the intent of the government with this clause? Based upon the foregoing, we respectfully request clarification pertaining to the government's intent regarding inclusion of the subject clauses or requests that the clauses be removed from the solicitation.

RESPONSE: With regards to the indemnity requirement imposed by FAR 52.227-17: This clause only covers exceptions to the default clause. Thus, the Rights in Data – Standard clause (FAR 52.227-14), the default clause, applies to all but the most exceptional of circumstances.

We disagree that the clauses present "a tremendous amount of risk to the Contractor." The indemnification required in paragraph (e) of FAR 52.227-17 applies only to "violation of trade secrets, copyrights, or right of privacy or publicity arising out of . . . data furnished under this contract." Thus, if the contractor exercises due diligence and is in line with industry standards in observing intellectual property laws, then no liability will arise. This is not analogous to risk that must be apportioned in building a new satellite, for example, where the contractor is expected to do something that has never been done before or is inherently risky.

With regards to whether the inclusion of Rights in Data (GSFC 52.227-99)(MAR 2008) affects the contractor's abilities to deliver privately-funded limited rights data:

As indicated, the 52.227-17 clause is to be used in exceptional circumstances only. Since the Rights in Data – Standard clause is used as the default, and since Alt. II (recognizing limited

rights data) and Alt. III (recognizing restricted rights software) are expressly included, delivery of privately-funded data should not be a problem.

As a reminder, FAR 52.227-15 is included in the RFP, which requires that the contractor list in its offer any limited rights data and restricted rights software that it intends to deliver under the contract.

QUESTION: What are the current values for flight altitude and inclination?

RESPONSE: 496 +/- 16 km and 94°.

QUESTION: What is the design life for radiation and reliability calculations?

RESPONSE: 3 years plus 60 days.